

STATE OF UTAH



SOLICITATION NO. NO7509

Provide Mental Health Services to Refugees

RESPONSES ARE DUE PRIOR TO:

Aug 30, 2006 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid NO7509

Provide Mental Health Services to Refugees

Bid Number NO7509
 Bid Title Provide Mental Health Services to Refugees

Bid Start Date Aug 2, 2006 5:02:45 PM MDT
 Bid End Date Aug 30, 2006 3:00:00 PM MDT
 Question & Answer End Date Aug 28, 2006 5:00:00 PM MDT

Bid Contact Nancy Orton
 Purchasing Agent
 Administrative Services
 801-538-3148
 nancyo@utah.gov

Contract Duration 1 year
 Contract Renewal Not Applicable
 Prices Good for 1 year
 Pre-Bid Conference Aug 17, 2006 10:00:00 AM MDT
 Attendance is optional
 Location: A pre-proposal conference will be held on August 17, 2006, beginning at 10:00 AM. Location of the conference is at 1385 South State, SLC, UT, in Conference Room 152. Potential offerors are strongly encouraged to submit written questions in advance of the conference through RFP Depot.

Bid Comments Cost is to be submitted on the attached form and budget sheet.

 Questions concerning this solicitation should be submitted via the RFP Depot electronic system.

 If you have trouble submitting your proposal or attaching documents in the RFP Depot site, please contact Vendor Customer Support at (801) 765-9245.

Item Response Form

Item NO7509-1-01 - Provide Uninsured Mental Health Services for Refugees
 Quantity 1 contract
 Prices are not requested for this item.
 Delivery Location State of Utah
No Location Specified
 Qty 1

Description

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide culturally and linguistically appropriate mental health services to refugees. The goal of Department of Workforce Services, is to assist in the resettlement of refugees and enable them to achieve self-support and/or self sufficiency as soon as possible by helping refugees find and retain jobs, increase their employability, enhancing job market possibilities and reducing and/or removing their dependency on cash assistance, per the attached detailed specifications.

STATE OF UTAH

Request for Quotation

Company Name _____		Federal Tax Identification Number _____		State of Utah Tax ID Number _____	
Ordering Address _____		City _____	State _____	Zip Code _____	
Remittance Address (if different from ordering address) _____		City _____	State _____	Zip Code _____	
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government		Company Contact Person _____			
Telephone Number (include area code) _____		Fax Number (include area code) _____			
Company's Internet Web Address _____		Email Address _____			
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____					
Offeror's Authorized Representative's Signature _____		Date _____			
Type or Print Name _____		Position or Title _____			

REQUEST FOR QUOTATION – INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE QUOTATION: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that quotes be submitted electronically. Electronic quotes may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their quote reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic quotes via RFP Depot, LLC. (b) If the supplier chooses to submit the quote directly to the DIVISION in writing: The quote must be signed in ink and delivered to the Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item quoted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. Unit price will govern, if there is an error in the extension. (c) The DIVISION will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the supplier. Access to the DIVISION fax machine is on a "first come first served" basis and the DIVISION does not guarantee the supplier's access to the machine at any particular time.

2. QUOTATION PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the quotation the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This quote may not be withdrawn for a period of 60 days from quote due date. (e) Incomplete quotes may be rejected.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their quote which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Quotes submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the supplier's expense.

7. AWARD OF CONTRACT: (a) This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after award. To obtain a copy of the tabulation and award information please go to

www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible supplier that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any or all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the supplier's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against suppliers quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 01 August 2006 - RFQ Instructions)

REQUEST FOR PROPOSAL
Uninsured Mental Health Services for Refugees
Solicitation # NO7509

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide culturally and linguistically appropriate mental health services to refugees. The goal of Department of Workforce Services, is to assist in the resettlement of refugees and enable them to achieve self-support and/or self-sufficiency as soon as possible by helping refugees find and retain jobs, increase their employability, enhancing job market possibilities and reducing and/or removing their dependency on cash assistance. The services should be holistic and assess the needs of the total family, be consistent with the refugee program and provide assistance to refugees in accessing other community resources. The focus should always be on empowering the refugee to develop abilities that will help them meet their own needs.

This RFP may result in a contract award to multiple contractors.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement. The RFP will serve refugees primarily in the Wasatch Front.

BACKGROUND

Refugees have a higher incidence of mental illness caused by the circumstances from which refugees are created – survival from war, torture, and persecution. In addition to the normal prevalence of biologically caused mental disorders, there are significantly higher rates of circumstantial/ situational mental health or mood disorders caused by the higher incidences of Post Traumatic Stress Disorder (PTSD) caused by war, torture, and persecution. In order to enable refugees to return to productive lives these psychological issues, with the most severe conditions being debilitating and incapacitating, must be addressed.

Refugees, upon entry into the United States, are categorically qualified aliens and eligible aliens for Federal benefits and services. The refugees apply for medical assistance programs on a hierarchy established by the Federal government based on family composition. Refugee Medical Assistance (RMA) is the program of last resort for new refugees entering the U.S. who do not qualify for any other medical assistance program. These are typically adult refugees who do not have children. RMA is time limited only for the first eight (8) months after entry into the U.S. Because of this time limit and a number of other reasons, refugees may find themselves without medical assistance or health insurance.

Refugees, who need mental health treatment and who are not eligible for any type of medical assistance program or insurance to pay for such treatment programs, remain as a possible risk to themselves and others if left untreated. Many refugees reside in Salt Lake County.

Refugees often lack transportation need to use public transportation to access services.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Department of Workforces Services, hereafter known as the Department. The reference number for the transaction is Solicitation # NO7509. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of receiving your proposal is electronically through RFP Depot. However, if you choose to submit hard copies, one original and five identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, and P.O. BOX 141061, SALT LAKE CITY, UTAH 84114-1061.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one year only.

PRICE GUARANTEE PERIOD

All pricing must reflect the Medicaid provider rates or less for the length of the contract. All pricing must be guaranteed for 1 year. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State=s standard terms and conditions (see attached).

Attachment A: Standard Terms and Conditions

Attachment B: Department's Standard Terms and Conditions

Attachment C: Cost Proposal

Attachment C1: Cost Reimbursement Budget

Attachment C1: Budget Justification

Attachment D: Code of Conduct

Attachment E: Disclosure of Information

Attachment F: Insurance

Attachment G: Financial Reporting

Attachment H: Form 360 Referral

Attachment I: Form 115 Exchange of Information

Attachment J: Federal and State Reporting Forms
Attachment K: N648 Medical Certification of Disability

PRE-PROPOSAL CONFERENCE

The Department will be holding a pre-proposal conference at the Department's South Administration Office, 1385 South State St, Salt Lake City, UT 84115 on **Thursday, August 17, 2006 at 10:00 am, Conference Room 152**. Answers to questions will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and

2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

SCOPE OF WORK

Services

Services are to include mental health related medical management, medication management, and psychotherapy that are linguistic and culturally appropriate for the individual refugee. In addition, services should be outcome based in moving the individual towards recovery and increased functionality to develop those abilities that will enable them to meet their own needs.

Services may include:

- Individual mental health therapy
- Group mental health therapy
- Psychological testing
- Psychiatric evaluation
- Medication evaluation by an MD or APRN
- Medication management by an MD or APRN
- Language interpretation services from qualified medical interpreters

Contractor Responsibilities

- **Provide mental health treatment** for refugees who have no other resources to pay for such treatment. Treatment activities should be outlined in a plan focused on employment or self-sufficiency. The treatment programs shall be linguistically and culturally appropriate for the individual refugees undergoing treatment. This service should support recovery as a goal for the refugee and be documented in a treatment plan. Should the Department refer the customers, the contractor must adhere to the negotiated employment plan and update the referring employment counselor as to employment plan progress.

- **Medical Waivers:** Where appropriate and necessary, the contractor will assist in the obtainment of medical waivers for the application of U.S. citizenship, see Attachment K.
- **Eligibility:** The contractor will establish the customer meets one of the definitions of a refugee or a person eligible to receive refugee services.
Individuals eligible for services under this grant include:
 - (1) Refugees;
 - (2) asylees;
 - (3) Cuban and Haitian entrants;
 - (4) Certain Amerasians from Vietnam who are admitted to the U.S. as immigrants;
 - (5) Certain Amerasians from Vietnam, including U.S. citizens, and
 - (6) Victims of a severe form of human trafficking. For convenience, the term “refugee” is used in this notice to encompass all such eligible persons.
- **Eligibility Documentation Requirements**
Files shall include a copy of the I-94, I-151, I-551, a court order or letter from Immigration Judge granting final order of asylum (for asylees only), or a certification letter from the Federal Office of Resettlement identifying individual as a Victim of a Severe Form of Human Trafficking (for Victims of Trafficking only), and record the following information for each refugee served:
 - Social Security Number
 - Date of Entry to the United States
 - Date of Entry to Utah (if original resettlement state is not Utah)
 - Name of resettlement agency
 - Date of Birth
 - Alien Registration Number
 - Name of state of original resettlement (if not Utah)

Additional information on persons eligible for refugee social services may be found at <http://www.acf.dhhs.gov/programs/orr/geninfo/index.htm>.

- **Limitations of eligibility:** The Contractor must comply with the limitations on eligibility for social services as follows:
 - A service provider may not provide services, except for referral and interpretive services, to refugees who have been in the United States for more than 60 months (5-year anniversary of refugee arrival in the United States).
 - Certain services may be provided to the 5-year plus population if specified and exempted by ORR in notices published in the Federal Register or issued by the Director of ORR. This is issued on request and approval. Notification of Waivers would be issued and disseminated to the contractor by the Department (or State Refugee Coordinator.)
- **Safeguarding Information:** Confidential client information shall be secured and protected in accordance with Federal, State, and local laws, regulations, and policies so that no unauthorized personnel can acquire, retrieve, or access the information by any means. The use or disclosure of confidential information of program recipients shall be

limited to purposes directly connected with this program.

– **Monitoring:** The contractor must agree to maintain and provide information and data as requested by the State and/or Federal staff. Eligibility documentation must be kept in the customer's file and must be kept in a centralized location for best retrieval of the information required in the Federal and state reports, see Attachment J. In addition the customer's file must have a current signed release of information detailing disclosure of any confidential information to persons or agencies. The release must detail the agencies eligible for this information, e.g. Department of Human Services, Department of Workforces Services.

– **HIPPA Requirements:** The contractor shall be in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

– **Priority of Enrollment**

The contractor must enroll refugees with priority given to refugees who do not have Medicare, Medicaid, or other insurance or funding for mental health treatment from other funding streams or resources.

§ Before enrolling the refugee into the treatment program using this contract, all other resources must be considered first to ensure no other resources are available.

Other resources to consider are, but not limited to:

- Medicare
- Medicaid (various programs)
- Private insurance

§ If other funding resources are available to the refugee, enroll the refugee using the other resource, following the requirements of that resource.

The Department's Responsibilities

- The Department will provide a post award orientation to the contractor and provide additional technical assistance as needed.
- When the Department makes a referral, we will provide:
 1. A copy of a signed Form 115 Exchange of Information and Consent for Coordinated Services, see Attachment I
 2. A Form 360 Referral, see Attachment H
 3. Available customer assessment information to Contractor.
 4. Available customer employment plan to Contractor
- The Department will provide timely payment for services provided under this agreement.

Deliverables/Outcomes

The contractor will establish performance goals and expectations.

- § Identify the number of refugees to be served
- § The number of refugees expected to exit
- § Outcome goals for customer performance

- § Provide an outcome report identifying outcome performance against targeted outcome goals
- § The applicant's worker/case manager is responsible for assuring the refugee has a clear understanding of all elements and requirements of the employability or self-sufficiency plan.
- § Service providers shall coordinate with the Department, local resettlement agencies (VOLAGS), and with other services providers as appropriate and assure unduplicated services to refugees. Coordination activities should be documented in quarterly reports.

Program Evaluation and Monitoring

The applicant must identify the internal monitoring and evaluation processes that will be used to assure only eligible refugees are being served by the funding of this grant and to evaluate the effectiveness of the project.

The applicant must agree to maintain and provide information and data as requested by the State and/or Federal staff. State and/or Federal staff may make on-site visits. The purpose of monitoring and evaluation is to accomplish the following:

- § Help the contractor to assess that aspects of the project are working and which may need modification.
- § Assess the program's progress in meeting program objectives.
- § Provide the necessary documentation to assure that the services are provided only to eligible refugees.
- § Provide all necessary information to meet the State's reporting requirements, see Attachment J.
- § Assure compliance with Federal and State regulation.
- § Measurement of achievement of proposed project service objectives.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Mandatory Requirement

- a. Certified Copy of Incorporation or duly issued authorization to do business in State of Utah, including a copy of all professional licenses required to be a mental health provider.
- b. Location of business office and service facility
- c. Name and address of corporate officers or partners
- d. Name of persons authorized to represent the Offeror in any negotiations and to sign any resulting contract
- e. Statement that proposal response meets all requirements of the RFP detailing the cultural and linguistic strength in the Offerors organization.
- f. The Offeror must provide three (3) current references and authorization to contact references for verification of work performance. Preference will be given to references from federal, state, and county or city government agencies.

- g. Statement that Offeror agrees to accept all Standard Terms and Conditions of contract with DEPARTMENT and to all applicable legal requirements, including code of conduct, disclosure of information, liability insurance and bonding. Should the Offeror have exceptions to any term and condition of this RFP, the exceptions must be tabbed separately. The State reserves the right to exclude bids based on the specified exceptions.
- h. Each Offeror must certify they will charge the Department the current Medicaid rates or less and will not increase the rate for the duration of the contract.
- i. Must have current or previous experience with the Medicaid services through the federal, state, county and city government.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Personnel experience:** The Offeror will provide curriculum vitae for the personnel that will serve the eligible refugees, linguistic and cultural experience and capability, and their relationship to the organization, e.g. principal, employee, or independent contractor.
5. **Previous experience:** The Offeror will provide information of previous experience with Medicaid and refugee customers; city, county, state and federal contracts. Points of contacts for these contracts should be provided.

6. **Cost Proposal:** Cost will be evaluated in relation to Medicaid rates. Should the Offeror provide services for less than the Medicaid rates the services must be commensurate with Medicaid services. The Department will evaluate the 30 % cost as follows:
 - a. 20% for the administration of providing the documentation of customer eligibility, referral forms required by the Department and the monthly reports required by the Department.
 - b. 10% for the customer mental health services.
7. **Clients to be served:** The Offeror should provide the number of clients that will be served, based on their experience of serving refugees or other populations with special linguistic and cultural needs. The Department budget for this project is \$ 70,000.00.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Cost <ol style="list-style-type: none"> a. Administration Cost – 20% b. Customer Mental Health Services – 10%
20 %	Demonstrated Ability to Meet the Scope of Work
20 %	Demonstrated Technical Capability (proven track record), etc., Performance References for Similar Projects Including Point of Contact information
15 %	Qualification and Expertise of Staff Serving the Eligible Refugees, Linguistic and Cultural Experience and Capability
5 %	Number of Customers to be Served in this Contract

**Uninsured Mental Health for Refugee
Solicitation #NO7509
RFP EVALUATION SCORESHEET**

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of work (20 points possible)		----	----	----
In counseling customers in acculturation, adjustment, domestic violence, alcohol and substance abuse etc.	5 points possible		X 1	
Addressing women's issues in a culturally appropriate manner	5 points possible		X 1	
Family counseling including experience of working with children	5 points possible		X 1	
Location, accessibility, description of facilities, hours of operations and handling emergency calls.	5 points possible		X 1	
2. Demonstrated Technical Capability (20 points possible)		----	----	----
Description of bi-lingual staffing refugee languages e.g. French Portuguese, Arabic, Somali etc	5 points possible		X 1	
History of using interpreters effectively in counseling	5 points possible		X 1	
Detail the practice of safeguarding information, record keeping, case file maintenance and reporting	5 points possible		X 1	
Descriptions of mental health services to be provided and how Offeror will move the refugees through recovery and/or employment	5 points possible		X 1	
3. Qualification and Expertise of Staff (15 points possible)		----	----	----
Explanation of the special cultural and linguistic expertise and capability	5 points possible		X 1	
Explanation of the expertise of employment planning and dealing with workplace confrontations and employment environments	5 points possible		X 1	
Explanation of experience in counseling PTSD, war violence, torture, sexual trafficking etc. victims	5 points possible		X 1	
4. Number of customers to be services (5 points possible)	5 points possible		X 1	
5. Cost (30 points possible)				
Administration Cost	20 points possible		X 4	
Customer mental health services cost	10 points possible		X 2	
TOTAL EVALUATION POINTS	(100 points possible)		Total	

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated

damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as

amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 2 Feb 2006)

Instructions

What Is the Purpose of This Form?

The laws governing naturalization of immigrants require that applicants for naturalization demonstrate:

- Knowledge of the English language (including an ability to read, write and speak words in ordinary usage in the English language); and
- Knowledge and understanding of the fundamentals of the history, and of the principles and form of government, of the United States.

To implement this law, U.S. Citizenship and Immigration Services (USCIS) requires applicants to demonstrate an ability to read, write and speak basic English and to answer basic questions about the history and government of the United States (civics).

The person asking you to complete this form is seeking a waiver of the English and/or civics requirements based on a physical or developmental disability or mental impairment. The applicant will submit this certification form to USCIS, which will determine if the applicant is eligible for a waiver.

Who Is Authorized to Complete This Form?

The applicant, or applicant's authorized representative, must complete and sign **Part I** of this form.

A licensed medical doctor, doctor of osteopathy or licensed clinical psychologist (hereinafter referred to as "medical professional") must complete **Part II** of this form. An employee under the direct supervision of a medical professional may fill in the form based on information directly provided by the treating medical professional. However, the medical professional must sign the form.

What Is Required for a Waiver?

The medical professional completing this form must provide an accurate assessment of the applicant's disability and/or impairment(s) so that USCIS can determine whether to grant the waiver. The medical professional must provide:

- A clinical diagnosis and description of the applicant's disability and/or impairment(s) and any applicable DSM-IV codes for each mental impairment (**Part II. 2**);
- An explanation of the connection between the impairment(s) and the applicant's inability to learn and/or demonstrate knowledge of English and/or civics (**Part II. 3**); and
- A professional certified opinion whether the applicant is unable to learn and/or demonstrate knowledge of English and/or civics (**Part II. 4 and 5**).

If the medical professional does not provide all the required information, USCIS cannot grant the waiver unless the applicant submits a revised or second Form N-648 with the appropriate information.

What Experience Must a Medical Professional Have?

USCIS requires that the medical professional completing the form have general experience in the area of the applicant's disability, and be qualified to diagnose the applicant's disability and/or impairment(s).

A doctor who is a general practitioner and not a specialist may complete the form if his or her experience or other qualifications permit him or her to make a disability and/or impairment(s) assessment.

What If Additional Space Is Needed to Furnish the Required Information?

The medical professional must use the available space on the form to type or print the required information clearly in black ink. If extra space is needed to answer any item, the medical professional may attach additional sheet(s) of paper. On each additional sheet include the name and Alien Registration Number (A#) of the applicant, the **Part II** item number to which the attachment refers, and the complete name of the medical professional.

The medical professional may also submit additional medical reports. On each report include the name and A# of the applicant and the complete name of the medical professional. However, a supplemental report is not acceptable as a substitute for any of the responses required in **Part II** of this form.

What Are Acceptable Responses to Part II. 2(a) and 3 of the Form?

Part II. 2 (a) requires the medical professional to provide a clinical diagnosis and description of the applicant's disability and/or impairments(s).

Part II. 3 requires the medical professional to provide detailed information on the connection between the disability and/or impairment(s) and the applicant's inability to learn and/or demonstrate knowledge of English and/or U.S. history and civics. Examples of insufficient and sufficient responses include:

- **Example 1:**

Insufficient Response:

Part II. 2(a)- The patient is a 75-year-old female who has hypertension and heart disease. She has suffered at least two heart attacks, one in 1996 and the other in 1997. Last year she had a cerebral vascular accident (i.e. stroke) with paralysis on the left side.

Part II. 3- She is unable to learn English and basic U.S. history and civics. (***NOTE: The medical practitioner failed to articulate how any of the conditions listed affect, for example, the patient's memory, ability to learn new tasks, ability to concentrate or ability to perform basic mental activities. The medical practitioner therefore failed to show that the applicant's condition has so impaired her functioning that she is unable to learn or demonstrate knowledge of English and/or U.S. history or civics.***)

Sufficient Response:

Part II. 2(a)- The patient is a 75-year-old female who has hypertension and heart disease. She has suffered at least two heart attacks, one in 1996 and another in 1997. Last year she had a cerebral vascular accident (i.e., stroke) with paralysis on the left side. The patient's stroke has left her with severe and irreversible neurological damage.

Part II. 3- Because of the widespread damage to the brain tissue, the patient has suffered markedly decreased cerebral function and is incapable of remembering, articulating or learning. *(NOTE: The medical professional identified the diagnosis and explained the effect the condition has on the applicant's ability to learn.)*

- Example 2:**

Insufficient Response:

Part II. 2(a)- The patient suffers from Down's Syndrome.

Part II. 3- He should be exempted from the English language and U.S. civics requirements. *(NOTE: The certifying medical professional failed to explain how the condition affects the applicant's ability to learn, and to give an ultimate opinion on whether the condition diagnosed prevents the applicant from learning or demonstrating knowledge of English and/or civics.)*

Sufficient Response:

Part II. 2(a)- The patient suffers from Down's Syndrome, which is a global impairment that affects the patient's cognition, language and motor skills.

Part II. 3- Because of the patient's global impairment, he cannot learn new skills and is not capable of reasoning. His memory is deficient and he is only capable of performing simple daily activities. *(NOTE: The medical professional described the mental impairment and explained how the condition affects the applicant's ability to learn.)*

What If the Applicant Needs Help to Take the English or Civics Test?

In accordance with the Rehabilitation Act of 1973, USCIS makes reasonable modifications and/or accommodations to allow individuals with disabilities and/or impairment(s) to participate in the English and civics testing required for naturalization. Reasonable modifications and/or accommodations may include but are not limited to: sign language interpreters, extended time for testing or off-site testing.

If reasonable modifications and/or accommodations will enable an applicant to demonstrate knowledge of basic English and civics, he or she is not eligible for a waiver or those requirements, and this medical certification form should not be submitted. (An applicant who needs a reasonable accommodation to take the tests should contact his or her local USCIS District Office in advance of the scheduled interview.)

What Are the Penalties for Making False Statements?

Both the applicant and medical professional are required to complete and sign this form under penalty of perjury. The applicant and the medical professional must declare all statements contained in response to questions on this form to be true and correct.

Title 18, United States Code, Section 1546, provides in pertinent part:

"Whoever knowingly makes under oath, or as permitted under penalty of perjury under Section 1746 of Title 28, United States Code, knowingly subscribes as true, any false statement with respect to a material fact in any application, affidavit or other document required by the immigration laws or regulations prescribed thereunder, or knowingly presents any such applicant, affidavit or other document containing any such false statement-shall be fined in accordance with this title or imprisoned not more than ten years or both."

If either the applicant or the medical professional includes in this form any material information that the party knows to be false, the applicant and/or medical professional may be liable for criminal prosecution under the laws of the United States.

The knowing placement of false information on the application may subject the applicant and/or medical professional to criminal penalties under Title 18 of the United States Code and to civil penalties under Section 274C of the Immigration and Nationality Act, 8 U.S.C. 1324c.

Privacy Act Notice.

Authority for the collection of the information requested on this form is contained in 8 U.S.C. 1182(a)(15), 1183A, 1184(a), and 1258. USCIS will use the information principally to support an individual's application for naturalization. Submission of the information is voluntary. However, failure to provide the necessary information may result in the denial of a request for a waiver of the English language and U.S. history and civics requirement in the applicant's naturalization application. USCIS may also, as a matter of routine use, disclose the information contained on this form to other federal, state, local and foreign law enforcement and regulatory agencies.

Information and USCIS Forms.

To order USCIS forms, call our toll-free number at **1-800-870-3676**. You can also get USCIS forms and information on immigration laws, regulations and procedures by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our internet website at www.uscis.gov.

Use InfoPass for Appointments.

As an alternative to waiting in line for assistance at your local USCIS office, you can now schedule an appointment through our internet-based system, **InfoPass**. To access the system, visit our website at www.uscis.gov. Use the **InfoPass** appointment scheduler and follow the screen prompts to set up your appointment. **InfoPass** generates an electronic appointment notice that appears on the screen. Print the notice and take it with you to your appointment. The notice gives the time and date of your appointment, along with the address of the USCIS office.

Reporting Burden.

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate and easily understood, and that impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about the form, 30 minutes; 2) completing the form, 60 minutes; and 3) assembling and filing the application, 30 minutes, and an estimated average of 120 minutes per response.

If you have any comments regarding the accuracy of this estimate or suggestions for making this form simpler, write to U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., Washington, DC 20529, OMB No. 1615-0060. **Do not mail your completed application to this address.**

Department of Homeland Security
U.S. Citizenship and Immigration Services

N-648, Medical Certification for Disability Exceptions

Part I. This section to be completed by applicant. (Please print or type information in black ink)

Last Name	First Name	Middle Name	Alien Registration Number
Address			U. S. Social Security Number
City	State	Zip Code	
Telephone Number	Date of Birth (mm/dd/yyyy)	Gender	

I, _____, authorize _____
(Applicant's Name) (Licensed medical doctor, doctor of osteopathy or clinical psychologist)

To release all relevant physical and mental health information related to my medical status to the U.S. Citizenship and Immigration Services (USCIS) for the purpose of applying for an exception from the English language and U.S. civics testing requirements for naturalization. I certify under penalty of perjury, pursuant to Title 28 U.S.C. Section 1746, that the information on this form and any evidence submitted with it are all true and correct. I am aware that the knowing placement of false information on the Form N-648 and related documents may also subject me to civil penalties under 8 U.S.C. 1324c.

Signature _____ Date _____

Part II. This section to be completed by a licensed medical doctor, doctor of osteopathy or licensed clinical psychologist. (See Instructions.)

Purpose of This Form: The individual named above is applying to become a U. S. citizen. Applicants for naturalization are required to learn and/or demonstrate knowledge of the English language, including an ability to read, write and speak words in ordinary usage in the English language, as well as knowledge and understanding of the fundamentals of the history, and of the principles and form of government of the United States. Individuals who are unable, because of a disability and/or impairment(s) to learn and/or demonstrate this required knowledge may apply for a waiver. The purpose of this form is to help determine whether your patient is eligible for this waiver.

Definition of Disability and/or Impairment(s): An individual is eligible for this waiver if he or she is **unable** to learn and/or demonstrate knowledge of English and/or U.S. history and civics because of a physical or developmental disability, or mental impairment (or a combination of impairments). These disability and/or impairment(s) must result from anatomical, physiological or psychological abnormalities, which can be shown by medically acceptable clinical and laboratory diagnostic techniques. The disability and/or impairment(s) must result in functioning so impaired as to render an individual **unable** to demonstrate the **required** knowledge.

NOTE: This definition of disability is different from the definition used by the Social Security Administration, Department of Veterans Affairs or worker's compensation we will require the applicant to submit a revised or second Form N-648 with the appropriate information.

Provide **all** of the following required information, using common terminology that a person without medical training can understand, with no abbreviations. Type or print clearly in black ink. Illegible and incomplete forms will be returned. If you need additional space to provide your answers, attach additional pages.

Nature and duration of disability and/or impairment(s).

1. (a) Based on your examination of the applicant, the applicant's symptoms, previous medical records, clinical findings or tests, does the applicant have any disability and/or impairment(s) that affect his or her ability to learn and/or demonstrate knowledge?

☐ Yes ☐ No **NOTE:** If you answer "No," applicant is ineligible for a waiver; please continue with Part II. 6.

- (b) Has the applicant's disability and/or impairment(s) lasted or do you expect it to last 12 months or longer?

☐ Yes ☐ No **NOTE:** If you answer "No," applicant is ineligible for a waiver; please continue with **Part II. 6.**

- (c) Is the applicant's disability and/or impairment(s) the direct effect of the illegal use of drugs?

☐ Yes ☐ No **NOTE:** If you answer "Yes," applicant is ineligible for a waiver; please continue with **Part II. 6.**

Applicant's Name

Alien Registration Number

A-

Diagnosis of disability and/or impairments(s).

2. (a) Provide your clinical diagnosis of the applicant's disability and/or impairment(s) **and** describe the impairment(s) in terms a person without medical training can understand. (*See Instructions for examples*).

(b) Provide the relevant DSM-IV code(s) for each disability and/or mental impairment(s) that you described above. If a DSM-IV code does not exist, write "N/A."

Connection between disability and/or impairment(s) and inability to learn/demonstrate

The law requires that applicants for citizenship demonstrate (1) an understanding of the English language, including the **ability** to read, write and speak simple words and phrases in ordinary usage; and (2) a knowledge and understanding of the fundamentals of U.S. history and civics. An applicant's **difficulty** in fulfilling the requirements is not sufficient to support a waiver. In addition, illiteracy in the applicant's native language is not sufficient, by itself, to support a finding of inability to learn and/or demonstrate knowledge.

3. Based on your examination of the applicant, provide **detailed** information on the connection between the disability and/or impairment(s) and the applicant's inability to learn and/or demonstrate knowledge of English and/or U.S. history and civics (*see Instructions for examples*).

NOTE: *This description should address the severity of the effects of the disability and/or impairment(s), including the specific limitations that affect the applicant's ability to learn and/or demonstrate knowledge.*

Applicant's Name

Alien Registration Number
A-**Professional certified opinion.**

The law requires that in order to be eligible for the disability exception, the applicant must be **unable** to fulfill the requirements for English proficiency and/or knowledge of U.S. history and civics. An applicant's **difficulty** in fulfilling the requirements is not sufficient to support a waiver. In addition, **illiteracy** in the applicant's native language is **not** sufficient, by itself, to support a finding of inability to learn and/or demonstrate knowledge.

4. English Requirement:

- (a) In your professional opinion, has the disability impairment(s) described above affected the applicant's functioning to such a degree that he or she **is unable** to learn and/or demonstrate an ability to speak, read or write English?

☐ Yes ☐ No

- (b) If **Yes**, which of the following is the applicant unable to learn and/or demonstrate? (*Check all that apply*)

☐ Speaking ☐ Reading ☐ Writing

5. U.S. History and Civics Requirement:

In your professional opinion, has the disability impairment(s) described above affected the applicant's functioning to such a degree that he or she is **unable** to learn and/or demonstrate knowledge of U.S. history and civics, even in a language the applicant understands?

☐ Yes ☐ No

Background information.

6. Date of your most recent examination of the applicant (mm/dd/yyyy), _____

7. Is this your first examination of the individual?

☐ Yes If **Yes**, from whom does the applicant usually receive medical care (i.e., name of doctor/clinic; if the applicant does not have an ongoing source of medical care, please write "N/A").

☐ No If **No**, for how long and for what conditions have you been treating the applicant? (If the conditions are the same as in **Part II. 2**, specify the length of time and write "Conditions -- Same as **Part II. 2**.")

8. What is the nature of your medical practice? (e.g., family/general practice, internal medicine, psychiatry, cardiology)

I certify, under penalty of perjury under the laws of the United States of America, that the information on this form and any evidence submitted with it are all true and correct. Upon consent of the applicant, I agree to release this applicant's relevant medical records upon request from U.S. Citizenship and Immigration Services. I am aware that the knowing placement of false information on the Form N-648 and related documents may also subject me to criminal penalties under Title 18, U.S.C. 1546 and civil penalties under 8 U.S.C. section 1324c.

Signature _____ Date _____

Type or print the following information:

Last Name	First Name	Middle Name
Business Address	City, State, Zip Code	Telephone Number
License Number	Licensing State	E-Mail Address, if any

INSURANCE
ATTACHMENT F

- A. **Required Insurance.** The CONTRACTOR shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DEPARTMENT gives prior written consent to a different arrangement, the CONTRACTOR shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the CONTRACTOR provides documentation verifying the insurance company providing the CONTRACTOR'S insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The CONTRACTOR'S insurance policy shall include an endorsement that names the State of Utah, DEPARTMENT, and their officers and employees as additional insured's, and the policy shall provide the State of Utah, DEPARTMENT, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the CONTRACTOR'S acts or omissions in connection with this Contract. The CONTRACTOR is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy (See subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Insurance Clause."))

- B. **Deductibles and Similar Costs.** The CONTRACTOR shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Contract may not exceed \$1,000.00, unless the CONTRACTOR obtains prior written approval of the deductible (and the corresponding policy) from DEPARTMENT.

i. Types of Liability Protection the Contractor Must Provide:

1. Private Contractor—Commercial Insurance Required: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the CONTRACTOR has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:

- (a) *General Liability Insurance:* The CONTRACTOR shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the CONTRACTOR. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence. If the CONTRACTOR is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the

CONTRACTOR is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.

(b) *Automobile Insurance:* If the CONTRACTOR'S services involve transporting any clients or goods for the DEPARTMENT, the CONTRACTOR shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the CONTRACTOR (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the CONTRACTOR subcontracts with another entity or individual for transportation services, or services that include transportation services, the CONTRACTOR may satisfy this insurance requirement by submitting proof that the subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

(c) *Professional Liability Insurance:* If the CONTRACTOR employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the CONTRACTOR shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

2. Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior Department Approval Required: If the CONTRACTOR claims that it is self-insured, the CONTRACTOR shall provide DEPARTMENT with adequate evidence that the CONTRACTOR is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DEPARTMENT with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-governmental entities. Specifically, the CONTRACTOR must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the CONTRACTOR shall obtain from DEPARTMENT a written statement indicating that DEPARTMENT has determined, based on the CONTRACTOR'S financial evidence and representations, that the CONTRACTOR'S self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the CONTRACTOR is therefore not required to obtain additional commercial liability insurance naming DEPARTMENT as an insured party. If it sees fit, DEPARTMENT may include in this statement any additional conditions designed to ensure that the CONTRACTOR'S self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision

shall be construed to require DEPARTMENT to consent to any self-insurance arrangements, and DEPARTMENT may withhold its approval for any reason whatsoever.

3. Doctors, Dentists, Mental Health Therapists and Other Professionals: If the CONTRACTOR is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the CONTRACTOR shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Contract. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and aggregate.
4. Governmental Contractors and the Utah Governmental Immunity Act: If the CONTRACTOR is a governmental entity under the Utah Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
 - (a) **All Contractors--Workers' Compensation.** The CONTRACTOR shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code), which requires employers to provide workers' compensation coverage for their employees.
 - (b) **Indemnification.** Regardless of the type of insurance required by this section, the CONTRACTOR (and where applicable, the subcontractor) shall provide the following indemnification:
 1. Indemnification by Non-Governmental Contractor: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall defend, hold harmless and indemnify DEPARTMENT and its employees and agents from and against all claims arising under this Contract as a result of the CONTRACTOR'S acts or omissions to act. If a court determines that the conduct of DEPARTMENT or its agents or employees is solely responsible for the claim in question, the CONTRACTOR shall have no obligation to indemnify DEPARTMENT, and DEPARTMENT shall reimburse the CONTRACTOR for any reasonable attorney's fees and costs actually incurred by the CONTRACTOR in defending the action.
 2. Indemnification by Governmental Contractor: If the CONTRACTOR is a governmental entity of the State of Utah, the CONTRACTOR and DEPARTMENT shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.

3. Definition of the Term "Claim": Regardless of the type of CONTRACTOR, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
 4. Defense of Suits Brought Upon Claims: The CONTRACTOR shall defend all suits brought upon such claims and shall pay all incidental costs and expenses, but DEPARTMENT shall have the option to participate in the defense of any such suit in which DEPARTMENT perceives that its interests are not being protected by the CONTRACTOR. In such cases, the participation of DEPARTMENT does not relieve the CONTRACTOR of any obligation under this Contract. However, if DEPARTMENT elects to retain independent counsel, DEPARTMENT shall pay the attorney's fees and costs associated with such counsel.
 5. No Subrogation or Contribution: The CONTRACTOR understands that it has no right of subrogation or contribution from the State or DEPARTMENT for any judgment rendered against the CONTRACTOR to the extent that such judgment results from the CONTRACTOR'S own negligence or material failure to perform under the terms of this Contract.
- (c) **Insurance Required of Subcontractors.** Subcontractors shall satisfy the insurance and indemnification requirements applicable to them. (See definition of "subcontractor" in this Contract.) For example, if the CONTRACTOR is a governmental entity and the subcontractor is a non-governmental entity, the CONTRACTOR shall comply with the insurance and indemnification provisions applicable to governmental entities, and the subcontractor shall comply with the insurance and indemnification provisions applicable to non-governmental entities.
- (d) **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental CONTRACTOR or subcontractor shall obtain from its insurer(s) and shall provide to DEPARTMENT certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DEPARTMENT thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DEPARTMENT, a non-governmental CONTRACTOR or subcontractor shall provide DEPARTMENT with evidence that the CONTRACTOR or subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

ATTACHMENT E
THE DEPARTMENT OF WORKFORCE SERVICES
DISCLOSURE OF CONFIDENTIAL INFORMATION

The **Contractor** will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purpose identified within this contract and shall not be re-disclosed for any purpose not specifically authorized in this agreement.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The **Consultant** shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for unauthorized disclosure to include up to six months imprisonment and fines up to \$1,000.
6. The **Consultant** shall permit the Utah Department of Workforce Services, the United States Department of Labor, Department of Health and Human Service (and other authorized federal officials) to make on-site inspections to insure that the requirements of this contract, State laws, and federal statutes and regulations are being met.
7. The **Consultant** agrees to hold the Department harmless for any damages arising out of the unauthorized disclosure of confidential or private information from Department records.

I have read and understand the above information and agree to abide by the requirements of this agreement.

Consultant

Date

State Asylee Data for Formula Social Services
State/County Asylee Data for Targeted Assistance Formula Allocations

[illegible]

Attachment C1**DWS BUDGET JUSTIFICATION FORM**

Name of Contractor/Grantee: _____

Provide back-up justification of the total shown for the following Budget categories. Include individual sub-categories if different back-up data (rate basis of estimate costs, etc.) apply. If this contract is for more than one service and costs are allocated between cost centers, explain cost allocation basis. Attach additional pages if necessary.

EXPENSE CATEGORY	JUSTIFICATION BASIS -- ALLOCATION PLAN (Explain how the expenses were determined)
Category I -- Administration Expenses Total administration expenses may not exceed 15% of total program expenses (Category III)	
1. Salaries	
2. Fringe Benefits	
3. Travel/Transportation	
4. Space Cost	
5. Utilities	
6. Communications	
7. Equipment/Furniture (not capitalized or depreciated)	
8. Supplies/Maintenance	
9. Miscellaneous	
10. Conferences/Workshops	
11. Insurance (property/casualty, auto, professional, etc)	
12. Professional Fees/Contract Services	
Category II--Capital Expenditures	

DWS BUDGET JUSTIFICATION FORM

Name of Contractor/Grantee: _____

EXPENSE CATEGORY	JUSTIFICATION BASIS -- ALLOCATION PLAN (Explain how the expenses were determined)
Category III -- Program Expenses	
1. Salaries	
2. Fringe Benefits	
3. Travel/Transportation	
4. Space Cost	
5. Utilities	
6. Communications	
7. Equipment/Furniture (not capitalized or depreciated)	
Page 4	
9. Supplies/Maintenance	
10. Miscellaneous	
11. Conferences/Workshops	
12. Insurance	
13. Professional Fees/Contract Services	
14. Client Costs	

**DEPARTMENT OF WORKFORCE SERVICES
STANDARD TERMS AND CONDITIONS
Attachment B**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 63-56-1 and 35A-1-104, UCA 1953 as amended, Utah State Procurement Regulations (UAC Section R33), and related statutes that permit the State to purchase certain specified services, and other approved purchases for the Department.
2. **CONFLICT OF INTEREST:** The GRANTEE certifies, through the execution of the Grant, that no person in its and the DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. The GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **CITING DEPARTMENT IN ADVERTISING:** The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the DEPARTMENT.
4. **IMPOSITION OF FEES:** The GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by the DEPARTMENT.
5. **CODE OF CONDUCT (Attached if Applicable):** The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR agrees that each of its employees or volunteers receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
6. **HUMAN SUBJECTS RESEARCH:** The CONTRACTOR shall not conduct research involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
7. **DRUG-FREE WORKPLACE:** The CONTRACTOR agrees to abide by the DEPARTMENT'S drug-free workplace policies while on DEPARTMENT premises.
8. **LICENSING AND STANDARD COMPLIANCE:** The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this Contract. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

9. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

A. As noted in this Contract, the CONTRACTOR is required to comply with all anti discrimination and drug-free workplace laws, and all laws governing research involving human subjects. CONTRACTOR is receiving state or federal funds under this Contract, certain state and federal requirements also apply, including the following federal laws: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

B. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 37. CONTRACTOR will also provide a copy of the Department of Workforce Services Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

10. SEPARABILITY CLAUSE: A declaration by any court, or other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement, unless said provisions are mutually dependent.

11. RECORDS ADMINISTRATION: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR shall maintain books, records, documents and other evidence.

12. CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS:

a. **Assignment.** Notwithstanding the DEPARTMENTS right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this Contract is based on the reputation of the CONTRACTOR, and this Contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT.

Any assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.

- b. **Subcontractors.** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original CONTRACTOR to perform services or provide goods which the original CONTRACTOR is responsible for under the terms of this Contract. Additionally, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractors duties under this Contract; or (2) Federal law requires this Contract to apply to such individuals or entities. If CONTRACTOR enters into subcontracts the following provisions apply:
- (1) Duties of Subcontractors: Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. The CONTRACTOR retains full responsibility for Contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) Provisions Required in Subcontracts: If the CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; "Cost Accounting Principles and Financial Reports,") as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i).
13. MONITORING: DEPARTMENT shall have the right to monitor the CONTRACTOR'S performance regarding all services purchased under this Contract. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DEPARTMENT who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and the CONTRACTOR'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
- Client or Contract Staff Satisfaction Surveys.** The CONTRACTOR understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. CONTRACTOR therefore agrees to cooperate with all DEPARTMENT initiated customer feedback.
14. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
15. CONTRACT RENEWAL: Renewal of contract will be solely at the discretion of DEPARTMENT.

16. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment executed by the parties hereto, and attached to the original signed copy of the contract.
17. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Contract. Therefore, in the event that DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
18. CONTRACT TERMINATION:
- a. **Default Termination.** In the event this Contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
 - b. **Immediate Termination.** If the CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows the DEPARTMENT to terminate the Contract immediately for a violation of that provision, the DEPARTMENT may terminate this Contract immediately by notifying the CONTRACTOR in writing.
 - c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon ninety (90) days prior written notice being given the other party. Upon termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - e. **Remedies for Contractor's Violation.** The CONTRACTOR acknowledges that if the CONTRACTOR violates the terms of this Contract, the DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.
19. BILLINGS AND PAYMENTS: Payments to the CONTRACTOR will be made by the DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. DEPARTMENT must receive Billings and services for the month of June no later than July 20th due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

The DEPARTMENT will not allow claims for services furnished by the CONTRACTOR, which are not specifically authorized by this contract.

20. PAYMENT RATES (Does Not Apply to Contracts With Department Of Workforce Services Set Rates or Fee for Performance Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term.
21. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR'S record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
22. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the Contract CPA audit or the DEPARTMENT determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the Contract and adjust the payments. In Contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the CONTRACTOR, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
23. REDUCTION OF FUNDS: The maximum amount authorized by this Contract shall be reduced or Contract terminated if required by Federal/State law, regulation, action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this Contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.
24. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT'S right to terminate this Contract.
25. FINANCIAL/COST ACCOUNTING SYSTEM: CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its

accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GASB, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

26. GRIEVANCE PROCEDURE: The CONTRACTOR agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by the Department of Workforce Services. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the CONTRACTOR will notify the DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with the CONTRACTOR, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.
27. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The CONTRACTOR will be required to sign the DEPARTMENT'S disclosure statement.
28. COPYRIGHT: The CONTRACTOR agrees that any and all deliverables prepared for the DEPARTMENT, to the extent to which it is eligible under copyright law in any country, shall be deemed a work for made for hire, such that all right, title and interest in the work and Deliverables reside with the DEPARTMENT. The DEPARTMENT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, CONTRACTOR agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to DEPARTMENT. CONTRACTOR further agrees to provide all assistance reasonably requested by DEPARTMENT in the establishment, preservation, and enforcement of its rights in such work and deliverables, without any additional compensation to DEPARTMENT. CONTRACTOR agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and deliverables, including without limitation any an all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

(Revision 9-05)

DWS-SDS 115

Rev. 04/2005



State of Utah
Department of Workforce Services
**EXCHANGE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**

Date Stamp

PID#:

Attachment I

Name (print)

Case Number

I understand that my records are protected under the State and Federal regulations as well as professional codes of ethics governing confidentiality and cannot be disclosed without my written consent, unless otherwise provided for in the State and Federal regulations.

I authorize the exchange of information only to the agencies listed below with the restriction that the information cannot be passed on to any other person or entity..... ☐ Yes ☐ No

- | | | |
|----------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Division of Child & Family Services | <input type="checkbox"/> Division of Youth Corrections | <input type="checkbox"/> State\Local Health Dept. |
| <input type="checkbox"/> Division of Services for People with Disabilities | <input type="checkbox"/> Juvenile Court | <input type="checkbox"/> Substance Abuse Treatment Providers |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Local Mental Health Providers | <input type="checkbox"/> Vocational Rehabilitation |
| <input type="checkbox"/> School Districts | | |

The information is to be released for the following purpose only: to provide a variety of services to myself and/or my family. In order to provide these services, representatives of public and private agencies may be working together with a family advocate as a team and may need to share information about me/my family with each other.

Family Members	Social Security Number	Date of Birth

The above mentioned individuals require services from a number of agencies and providers to meet their medical, social, educational, and other needs. There is a reasonable indication that the above mentioned child(ren) will access needed services only if assisted by a qualified Case Manager who locates, coordinates, and regularly monitors the services in accordance with an *individualized employment plan*..... ☐ Yes ☐ No

Signature of Customer

Date

Signature of Parent or Guardian

Date

Distribution: Original: Customer file Copy 1: Customer Copy 2: Coordinating Agency

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162

RECORD SHARING PROTOCOL FOR COOPERATING AGENCIES

Attachment I

Customer Choice:

Explain to the customer the process they may take if they need services outside DWS, (for example, DWS employees are able to facilitate those services, however the customer's permission is required prior to contacting other service providers on the customer's behalf). Explain to the customer the collaborative approach is available, but the customer may elect to secure services by contacting individual agencies.

Use of Forms:

Use the Exchange of Information & Consent for Coordinated Services form to begin the process of coordinating services for a customer or family. Do not use this form for families involved in CCS (Collaborative Coordinated Services). (For CCS families, use the statewide CCS Release of Information form issued through the Governor's office.)

Coordination of Services:

In an attempt to coordinate services for a family or individual, Employment Counselors will share information to reduce customer time spent completing general information forms or multiple assessment instruments.

3-Year Period Ending: September 30, 200_ (Oct. 1, 200_ to Sept. 30, 200_)

Agency:

[illegible]



Attachment H
**UTAH'S PARTNERSHIP
REFERRAL FOR SERVICES**

Date: _____

Customer's Name: _____

Address: _____ Zip Code: _____

Phone: _____ Alternative Phone: _____

Referred To: _____
Organization Address City Zip Code

Contact Person: _____ Phone: _____ Ext: _____

Referred For:

<input type="checkbox"/> Assessment	<input type="checkbox"/> SSI/SSDI	<input type="checkbox"/> Transportation
<input type="checkbox"/> Family Services	<input type="checkbox"/> Medical Services	<input type="checkbox"/> Food Assistance
<input type="checkbox"/> Education/Training	<input type="checkbox"/> Financial Assistance	<input type="checkbox"/> Energy Assistance
<input type="checkbox"/> Counseling, Personal	<input type="checkbox"/> Housing	<input type="checkbox"/> Legal Services
<input type="checkbox"/> Veteran's Services	<input type="checkbox"/> Abuse Advocate	<input type="checkbox"/> Crisis Intervention
<input type="checkbox"/> Placement/Job Development	<input type="checkbox"/> Vocational Rehabilitation	<input type="checkbox"/> Other

Specify: _____

List of other Agencies Referred To: _____

Referring From: _____
Organization Address City Zip Code

Referred By: _____ Phone: _____ Fax: _____

Response Requested: ☐ Yes ☐ No Comments: _____

Attachments (if applicable):

<input type="checkbox"/> Release of	<input type="checkbox"/> Assessments	<input type="checkbox"/> Intake/Eligibility	<input type="checkbox"/> Employment Plan
<input type="checkbox"/> Payment	<input type="checkbox"/> Medical Records	<input type="checkbox"/> Other: _____	

Note to the Customer: **"THIS IS A REFERRAL ONLY!"** Services will be determined by the provider according to agency guidelines.

Distribution: Original: Referred Agency Yellow: Customer Pink: Customer File

ATTACHMENT D
CODE OF CONDUCT

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor shall not engage any client as an observer or participant in sexual acts. The Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ,

any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect may include but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.

2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor shall prominently display a poster, provided by the Department, notifying contractor employees of their responsibilities to report violations and giving appropriate phone numbers.

[Rev.12/02]

Contractor

Date

FINANCIAL REPORTING

ATTACHMENT G

For sub recipients and service providers.

a. General Requirements.

- (1) No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity. There are no Federal, State, or department financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed in this Section are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies owned by either one person or by a husband and wife are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, contractors providing services in an individual capacity are still subject to financial review by the contracting agency and/or another DEPARTMENT entity.
- (2) No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$10,000 From the Department in a Single Fiscal Year. Contracting organizations that receive less than \$10,000 from the DEPARTMENT in a single fiscal year have no financial reporting requirement to DEPARTMENT unless specifically required by DEPARTMENT. However, they are still subject to financial review by the DEPARTMENT.
- (3) Contractor's Compliance with Applicable Financial Laws. The CONTRACTOR shall comply with all applicable federal and state laws regarding financial reports. The CONTRACTOR shall comply with all applicable requirements set forth in: (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published by the federal government; and (2) the State of Utah Legal Compliance Audit Guide ("SULCAG"), issued by the State Auditor's Office. For the CONTRACTOR'S convenience listed below are "Federal, State and the Department Financial Reporting Requirements," as a reference guide to the various financial reporting requirements. The information is not exhaustive and the CONTRACTOR understands that it is obligated to seek independent legal or accounting advice. CONTRACTOR may access the applicable federal and state financial reporting requirements through the following Internet web sites:

Table 2: Federal, State and the Department Financial Reporting Requirements

Policy	Internet Site
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	http://www.whitehouse.gov/omb/circulars/index.html
Utah Code	http://www.le.utah.gov/~code/TITLE51/51_01.htm
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code/r123/r123-005.htm
SULCAG	http://www.sao.utah.gov/sulcag/Introduction.htm

- (4) Additional Financial Reporting Requirements for DEPARTMENT Contracts.
In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Contract requires CONTRACTOR to submit various financial reports to the Department of Workforce Services Contract Unit, as set forth in a separate column in Table 3 below, "Federal, State and DWS Financial Reporting Requirements."

- (5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a contractor is required to obtain and submit an annual audit or other financial reports is determined by the contractor's entity type, the amount, and source of government funds that the contractor expends during a given year.

Based on the SULCAG, DEPARTMENT requires all CONTRACTORS, except sole proprietorships, to submit an audit prepared according to "government auditing standards" whenever the CONTRACTOR has \$350,000.00 or more in total revenues and 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of CONTRACTORS with total revenues under \$350,000.00 (see Table 3 below "Federal, State and DWS Financial Reporting Requirements").

b. Definitions For Auditing And Financial Terms Used In This Contract.

- (1) *"Federal Funds"* means Federal financial assistance that a contractor receives directly from Federal awarding agencies or indirectly from Pass-Through Entities.
- (2) *"Government Funds"* means financial assistance that a contractor receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.
- (4) *"OMB"* means the federal Executive Office of the President, Office of Management and Budget.
- (5) *"OMB Circular"* means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

- (6) *"Pass-Through Entity"* means an entity (such as DWS) which receives federal funds and then passes those funds through to subrecipients, such as local governments and Non-Profit Organizations.
- (7) *"Service Provider"* means a private or governmental entity that receives funds from DWS for services provided to DWS'S clients under a program developed by DWS.
- (8) *"Subrecipient"* means a governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DWS or another entity which serves as a "recipient" and "Pass-Through Entity" for such federal funding. If the contractor operates its own program of services for eligible clients, the contractor shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Contract is funded solely by State funds.

c. **Contractor's Submission Of Required Audits And Other Financial Reports:**

- (1) Deadlines. The CONTRACTOR shall be bound by OMB Circular A-133 and the SULCAG submission deadlines for audits and financial reports. See also Table 2 below, "Federal, State and DWS Auditing Requirements."

Where the CONTRACTOR is required to submit audits and financial reports to DWS under OMB Circular A-133, the SULCAG and DWS contract provisions, and needs an extension for filing of such reports, the CONTRACTOR may request an extension by contacting the DEPARTMENT at the address below. However, CONTRACTOR understands that DEPARTMENT can extend only those deadlines for reports CONTRACTOR is required to submit to DEPARTMENT. CONTRACTOR must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

- (2) Addresses. The CONTRACTOR shall submit all audits and financial reports to the entities identified in the applicable law, OMB Circular A-133 and the SULCAG. See also Table 3 below, "Federal, State and DWS Auditing Requirements."

Where the CONTRACTOR is required to submit audits and financial reports to DEPARTMENT under OMB Circular A-133, the SULCAG and DEPARTMENT contract provisions, the CONTRACTOR shall submit the required audits and financial reports to the following address:

DEPARTMENT OF WORKFORCE SERVICES
Contracts Manager
P.O. Box 45249
Salt Lake City, Utah
84145-0249

d. **Additional Definitions Used In This Part:**

- (1) "*Audit Findings*" means a schedule of all costs questioned by the auditor relative to Government Funds.
- (2) "*Compliance Opinion*" means an auditor's opinion that Contractor has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.
- (3) "*Federal Clearinghouse*" means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 4713."
- (4) "*Financial Statements*" means financial reports of the Contractor's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Contractor, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.
- (5) "GAAP" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.
- (6) "GAAS" means Generally Accepted Auditing Standards, issued by the American Institute of Public Accountants (AICPA).
- (7) "GAS" means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.
- (8) "*Management Letters*" means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.
- (9) "*Non-profit Organization*" means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers. "Program-Specific Audit" means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
- (10) "*Reporting Package*" means the auditor's package of financial reports as defined in OMB Circular A-133, and shall include Financial Statements and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.

- (11) "*SULCAG*" means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
- (12) "*Schedule of Expenditures*" means a breakdown of expenditures of Government Funds for a given year, showing the total administrative expenses as compared to funds expended for program services.
- (13) "*Single Audit*" means an audit which includes both the Contractor's Financial Statements and the Federal awards using GAGAS standards, as described in OMB Circular A-133.500.
- (14) "*Statement of Functional Expense*" means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.
- (15) "*Summary Schedule*" means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

Table 3: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Contract Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	\$500,000 or more expended in Federal Funds	<p>Single Audit or Program Specific Audit, using GAGAS standards.</p> <p>(OMB Circular A-133.200, A-133.235, and A-133.500)</p> <p><u>Financial Reports Required from Contractor:</u></p> <p>1. Data Collection Form as described in OMB Circular A-133.320 (a), (b) and (d) -to Federal Clearinghouse</p> <p>2. Reporting Package- to:</p> <p>(a) Federal Clearinghouse</p> <p>(b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule</p> <p>(OMB Circular A-133.320 (c) and (d))</p> <p>3. Submission by Subrecipients:</p> <p>(a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards;</p> <p>(b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required.</p> <p>(OMB Circular A-133.320(e)(1) and (e)(2))</p>	<p>Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <p>1. Copies of the entire <u>Single Audit or Program Specific Audit report</u></p> <p>2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.</p> <p>(The SULCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)</p>	<p>1. <u>As required by OMB Circular A-133</u>, both government and non-profit Contractors shall provide to DWS the following:</p> <p>a. Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; or</p> <p>b. Written Notification – if audit did not disclose Audit Findings or report on the status of any prior Audit Findings in the Summary Schedule; and</p> <p>2. <u>This Contract also requires Contractor to submit the following:</u></p> <p>a. Auditor's Management Letter; and</p> <p>b. Upon request by DWS,</p> <p>(1) Entire Single or Program Specific Audit report; and</p> <p>(2) Reporting Package (if not already required by OMB Circular A-133)</p> <p>(3) For non-profit contractors, the statement of Functional Expenses.</p>	<p>1. Thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first.</p> <p>(OMB Circular A-133.320)</p> <p>2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Contract.</p>

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Contract Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$500,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (OMB Circular A-133.200(d))	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards. b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings. See Also Utah Code Ann. § 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.	Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Contractor are Government Funds: 1. Copy of the Entire Audit Report required by the SULCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. IF LESS THAN 50% of total funds received by a non-profit Contractor are from Government Funds such that Contractor is not required by the SULCAG to submit any financial reports, DWS requires: 1. Unaudited CPA Review; and 2. Statement of Functional Expenses.	Within six (9) months after end of Contractor's fiscal year Utah Code Ann. § 51-2-2
	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.	Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Contractor are Government Funds): 1. Unaudited CPA Review; and 2. Statement of Functional Expenses IF LESS THAN 50% of total funds received by a non-profit Contractor are from Government Funds: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses	Within six (9) months after end of Contractor's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Contract Reporting Requirements	Submission Deadlines
	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (9) months after end of Contractor's fiscal year
	Less than \$100,000 but \$10,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All contractors: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (9) months after end of Contractor's fiscal year
All Contracting Entities	Less than \$10,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved by the State Auditor	NO REQUIREMENTS	Within six (9) months after end of Contractor's fiscal year
For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	NO REQUIREMENTS	The non-profit reporting requirements identified above also apply to for-profit contractors with the following exceptions: 1. The reporting format required of non-profit contractors is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report.	Within six (9) months after end of Contractor's fiscal year

Attachment J

Schedule C: Services Report

OMB No. 0970-0038

Page 2: Other Services

Form Approved

State/Grantee : UTAH

Quarter: 1 2 3 4 FY 200x

Grant # and Name:

Date:

		M	F
1	ELT		
	A. Total Active Participants this Quarter	0	0
	0 - 12 mos in U.S.		
	> 12 mos in U.S.		
	B. Completions (unduplicated)		
	C. Program expenditures this quarter		
2	OJT, Skills Training (circle service)		
	A. Total Active Participants this Quarter	0	0
	0 - 12 mos in U.S.		
	> 12 mos in U.S.		
	B. Completions (unduplicated)		
	C. Program expenditures this quarter		
3	Case Management		
	A. Total Active Participants this Quarter	0	0
	0 - 12 mos in U.S.		
	> 12 mos in U.S.		
	B. Incidences		
	C. Program expenditures this quarter		
4	Other Services		
	A. Total Active Participants this Quarter	0	0
	0 - 12 mos in U.S.		
	> 12 mos in U.S.		
	B. Incidences		
	C. Program expenditures this quarter		

Form ORR-6

**Attachment C
COST PROPOSAL
Medicaid Services**

Cost is to be submitted based on the following: Individual Mental Health Therapy

Unit Rate: \$_____ per/unit

Number of units Dedicated to Account: _____ units (per 15 minutes)

Number of units x Unit Rate = \$_____

(Any deviation from this format may result in disqualification of proposal)

Cost is to be submitted based on the following: Group Mental Health Therapy

Unit Rate: \$_____ per/unit

Number of units Dedicated to Account: _____ units (per 15 minutes)

Number of units x Unit Rate = \$_____

(Any deviation from this format may result in disqualification of proposal)

Cost is to be submitted based on the following: Psychological Testing

Unit Rate: \$_____ per/unit

Number of units Dedicated to Account: _____ units (per
15 minutes)

Number of units x Unit Rate = \$ _____

(Any deviation from this format may result in disqualification of proposal)

Cost is to be submitted based on the following: Psychiatric Evaluation

Unit Rate: \$ _____ per/unit

Number of units Dedicated to Account: _____ units (per
15 minutes)

Number of units x Unit Rate = \$ _____

(Any deviation from this format may result in disqualification of proposal)

**Cost is to be submitted based on the following: Medication evaluation by
an MD or APRN**

Unit Rate: \$ _____ per/unit

Number of units Dedicated to Account: _____ units (per
15 minutes)

Number of units x Unit Rate = \$ _____

(Any deviation from this format may result in disqualification of proposal)

Cost is to be submitted based on the following: Medication Management by an MD or APRN

Unit Rate: \$_____ per/unit

Number of units Dedicated to Account: _____ units (per 15 minutes)

Number of units x Unit Rate = \$_____

(Any deviation from this format may result in disqualification of proposal)

Cost is to be submitted based on the following: Language Interpretation services from qualified medical interpreters.

Unit Rate: \$_____ per/unit

Number of units Dedicated to Account: _____ units (per 15 minutes)

Number of units x Unit Rate = \$_____

(Any deviation from this format may result in disqualification of proposal)
